



Hershel Woodrow "Woody" Williams



UNEXPECTED HERO FROM THE FARM

THIS AUTHOR AND PUBLISHING AGREEMENT, ("Agreement") dated DATE, 2017, is between Hershel Woodrow "Woody" Williams, World War II United States Marine Corps Veteran and *Congressional Medal of Honor Recipient*, ("Mr. Williams"), Bryan Rigg ("Author"), and the Williams' family representative and veteran, Brent Casey.

WHEREAS, Mr. Hershel Williams has authorized Bryan Rigg to author a Book ("Book") about his life,

WHEREAS, Author Mr. Rigg has agreed to write a Book about Mr. Williams' life,

WHEREAS, Mr. Williams and Mr. Rigg have agreed to mutually collaborate to achieve the spirit and intent of the Book as outlined below,

NOW THEREFORE, in consideration of the promises herein, the parties agree:

1. Sources for The Story:

From Mr. Williams: Mr. Rigg will gather factual information for the Book from (i) personal interviews with Mr. Williams, (ii) information, articles, or artifacts provided by Mr. Williams, and (iii) other individuals who may have knowledge of Mr. Williams' life before, during, and after his return from World War II.

From The Williams Family: Mr. Williams' immediate and extended family members will provide information about his childhood, years growing up, his service to country, life following World War II, career history, community service, achievements, home life, and other appropriate personal information applicable to Mr. Williams' life story.

2. Preexisting Writings, Content, Ideas, or Interviews:

All prior or already-completed interviews, writings, ideas, discussions, or research regarding the Book that predate this Agreement shall be covered by this Agreement.

3. Mr. Williams' Intent for the Book:

Mr. Williams' principal goal for the Book is to amplify readers' loyalty to their country and their individual responsibility as a citizen by demonstrating the average citizen's ability to go above and beyond their own immediate interests to protect America's way of life and our liberty. Mr. Williams hopes the youth reading this Book will get a sense of their obligation to the freedom their country provides them.

4. Honorable and Truthful Content:

Due to the powerful nature of Mr. Williams' American Story, and the prominence of the *Congressional Medal of Honor*, it is imperative that the story, the Book, and all related marketing and representations are done professionally, respectfully, and in a consistent manner by all parties. Mr. Rigg will write the Book factually, both from written records and from input provided by others.

Although horrors are a reality of war, and a natural part of this story, Mr. Williams wants the Book to emphasize the achievements of those who sacrificed their lives and celebrate with the reader the success and sustained subsequent peace that came from victory and being on the winning side.

5. Title: The title of the Book will be mutually decided by Mr. Williams, Bryan Rigg, and the Williams family to most accurately represent (i) the story and the man, (ii) the spirit and intent of its message, and (iii) to best inspire commercial success of the Book with the public.



Hershel Woodrow "Woody" Williams

**6. Williams' Family Authorized Representative; Brent Casey or Other:**

If needed, Brent Casey and Mr. Williams shall mutually represent the extended Williams family's input regarding input to the Book. If applicable, this will assist Author Mr. Rigg by providing him a single and consistent information source, for any minor disputes.

If Mr. Williams predeceases before or after the Book is completed, Brent Casey shall be the Authorized Family Representative and will have sole authority to make final decisions on behalf of Mr. Williams, with reasonable input and consent from all applicable Williams' family members. Brent Casey shall also have authority to administer and obtain all continuing related paperwork, contracts, licensing, tax, and / royalty matters associated with the Book and any future parties. If Brent Casey passes or is otherwise permanently unable to fulfill his role as Authorized Family Representative regarding the duties listed, the applicable Williams' family members shall choose a new Authorized Family Representative by majority vote, and that person shall have the rights and duties of this role.

7. Final Approval – Book Content and Publication:

The Book will be a collaborative effort by all parties noted above. However, due to the personal nature of the authorized biography about his life, Mr. Williams shall have the sole, exclusive, and final decision on the Book content, title, and when the Book is complete and ready to be published. This final approval must be provided in writing by Mr. Williams to Author Mr. Rigg, or if Mr. Williams predeceases publication, by his designee, Brent Casey, before the Book can be publically announced or published, which shall not be unreasonably withheld.

The design, format, and style of the Book, including text, photos, graphic material, and dust jacket art will also be mutually developed, with final approval required from Mr. Williams, which will not be unreasonably withheld.

8. Promotion and Marketing:

Author Mr. Rigg, Mr. Williams, and Brent Casey will mutually determine the most effective method to promote Book sales, including signing tours or publicity materials. This may be coordinated in conjunction with a publishing company, consultant, or other entity. All media or public presentations about Mr. Williams or the Book will be mutually developed by the parties, but must be pre-approved by Mr. Williams, and may not be presented publicly if Mr. Williams does not approve.

9. Exclusivity and Limits:

Mr. Williams grants Author Mr. Rigg the sole and exclusive rights to write the book covered by this agreement which may be sold and licensed individually or via a publishing company or on-line publishing company outlet in the native English, or any translated, language in the United States or globally, in paper, audio, digital, or electronic format.

This Agreement does not cover, nor limit, Mr. Williams or any Williams' family member writing, publishing, or selling a different future book, movie, manuscript, or short stories about Mr. Williams, his life, or his legacy with a different perspective.

10. Copyright Ownership:

Because the Book and the story are inherently irremovable and inseparable from Mr. Williams himself and his family, copyright ownership of the Book shall remain with Mr. Williams and his estate, unless and until mutually modified by the parties in a subsequent publishing company agreement.



Hershel Woodrow "Woody" Williams

**11. No Derivative Works:**

This Agreement covers all rights and obligations related to the single Book. This Agreement does not provide the right for Author Mr. Rigg to independently develop, write, sell, or market derivative works of the Book or of Mr. Williams' life such as movies, sequels, short stories, television, merchandise, memorabilia, or manuscripts.

12. Publishing Company Agreement:

Author Mr. Rigg, Mr. Williams, and Brent Casey will mutually negotiate and establish any required contract or agreement with a mutually agreed publishing company with input from all parties. If any dispute exists in drafting the details of a publishing contract, Mr. Williams, or Brent Casey in his capacity as the Family Representative, will have the final determination regarding terms of the publishing contract.

13. Royalties:

Author Mr. Rigg and Mr. Williams shall each receive an equal 50%/50% share of the net Royalty proceeds from sales of the Book, calculated after marketing, promotional, shipping, printing, or any other related publishing company percentages or costs. For the absence of doubt, this means the Royalties available for the 50% split will be calculated after all other current and future production, marketing, publishing, or commission costs related to the Book are paid.

14. Successor Beneficiaries of Royalties:

Rights to receive Royalties from Book sales after the death of Author Mr. Rigg or Mr. Williams, shall be to their respective successor beneficiaries listed below:

For Author Bryan Rigg	For Mr. Hershel Woodrow Williams
<u>Beneficiary:</u> To be input by Bryan Rigg	<u>Beneficiary:</u> Hershel Woodrow Williams' Estate
<u>Trustee:</u> To be input by Bryan Rigg	<u>Trustee:</u> Name of Woody's Estate Trustee
BR Initials: _____ Trustee Initials: _____	HWW Initials: _____ Trustee Initials: _____

15. Disputes: Mr. Rigg and Mr. Williams agree if there is a disagreement under this Agreement, it will be resolved in good faith by Brent Casey, only after seeking and fairly considering all input from the Williams' family members.

16. Governing Law: This Agreement is subject to the laws of the State of West Virginia.

17. Entire Agreement: This Agreement reflects the entire understanding between the parties and it may not be changed except in writing signed by each applicable party below, or their lawful designee.

Hershel Woodrow Williams**Author Bryan Rigg****Family Rep. Brent Casey**

Signed: _____

Signed: _____

Signed: _____

Name: Hershel Woodrow Williams

Name: Bryan Rigg

Name: Brent Casey

Date: _____

Date: _____

Date: _____



Hershel Woodrow "Woody" Williams



BOOK AGREEMENT

THIS AUTHOR AND PUBLISHING AGREEMENT, ("Agreement") dated DATE, 2018, is between Hershel Woodrow "Woody" Williams, World War II United States Marine Corps Veteran and *Congressional Medal of Honor Recipient*, "Mr. Williams"), and Bryan Rigg ("Author").

WHEREAS, Mr. Williams has authorized Bryan Rigg to author a biography ("Book") about his life,

WHEREAS, Author has agreed to write a biography about Mr. Williams' life,

WHEREAS, Mr. Williams and Author may partner with a publishing company ("Publisher")

NOW THEREFORE, in consideration of the promises herein, the parties agree:

1. **Sources for The Story:**

From Mr. Williams: Author has, and will, gather factual information for the Book from (i) personal interviews with Mr. Williams, (ii) information, articles, or artifacts provided by Mr. Williams, and (iii) other individuals who may have knowledge of Mr. Williams' life before, during, and after his return from World War II.

2. **Preexisting Writings, Content, Ideas, or Interviews:** All prior or already-completed interviews, writings, ideas, discussions, or research regarding the Book that predate this Agreement shall be covered by this Agreement.

3. **Author's Intent for the Book:** Mr. Williams has entrusted Author to write the book with a particular focus on the Mr. Williams' heroism on Iwo Jima for which he was awarded the Congressional Medal of Honor.

4. **Honorable and Truthful Content:** Due to the prominence of the *Congressional Medal of Honor*, an important element of the Book and related marketing is done professionally and respectfully. Working Draft #XX of the Book is attached as Exhibit A and is approved as to form and substance by Mr. Williams.

5. **Title:** The working titles of the Book are "Honor Under Fire" and "Flamethrower." The final title of the Book will be mutually decided by the Publisher and Author with input from Mr. Williams to most accurately represent (i) the story and the man, (ii) the spirit and intent of its message, and (iii) to best inspire commercial success of the Book with the public.

6. **Final Approval – Book Content and Publication:** The Publisher and Author, with Mr. Williams' input, shall mutually decide on the Book content, title, and when the Book is complete and ready to be published. The design, format, and style of the Book, including text, photos, graphic material, and dust jacket art will also be determined by Publisher and Author, with Mr. Williams' input.

7. **Promotion and Marketing:** The Publisher and Author will determine the most effective method to promote Book sales, including signing tours or publicity materials. This may be coordinated in conjunction with a publishing company, consultant, or other entity. All media or public presentations about Mr. Williams or the Book will be mutually developed by the parties.

8. **Exclusivity and Limits:** Mr. Williams grants Author the sole and exclusive rights to write the book covered by this agreement which Author may sell and license individually or via a publishing company in English, or any translated, language in the United States or globally, in paper, audio, digital, or electronic format.



Hershel Woodrow "Woody" Williams



9. **Copyright Ownership:** Author shall have full and complete copyright ownership of the Book unless and until mutually modified by the parties in a subsequent publishing company agreement.
10. **No Derivative Works:** This Agreement covers all rights and obligations related to the single Book. This Agreement does not provide the right for Author to independently develop, write, sell, or market derivative works of the Book or of Mr. Williams' life such as movies, sequels, short stories, television, merchandise, memorabilia, or manuscripts. This Agreement does not cover, nor limit, Mr. Williams or any Williams' family member writing, publishing, or selling a different future book, movie, manuscript, or short stories about Mr. Williams, his life, or his legacy with a different perspective. [DE1]
11. **Publishing Company Agreement:** Author with Mr. Williams' input shall have the sole discretion to choose the publishing company.
12. **Royalties:** Author Mr. Rigg and Mr. Williams shall each receive an equal 50% / 50% share of the net royalty proceeds from sales of the Book, calculated after any applicable agent fees, marketing, promotional, shipping, printing, or any other related publishing company percentages or costs. For the absence of doubt, this means the royalties available for the 50% split will be calculated after all other production, marketing, and publishing expenses are paid.
13. **Successor Beneficiaries of Royalties:** Rights to receive Royalties from Book sales after the death of Author or Mr. Williams, shall be to their respective successor beneficiaries listed below:
- | For Author Bryan Rigg | For Mr. Hershel Woodrow Williams |
|------------------------------|--|
| <u>Beneficiary:</u> Rigg FLP | <u>Beneficiary:</u> Hershel Woodrow Williams' Estate |
| BR Initials: _____ | HWW Initials: _____ |
14. **Disputes:** Mr. Rigg and Mr. Williams agree if there is a disagreement under this Agreement, it will be resolved in good faith after seeking and fairly considering input from the Williams' family members.
15. **Governing Law:** This Agreement is subject to the laws of the State of West Virginia.
16. **Entire Agreement:** This Agreement reflects the entire understanding between the parties and it may not be changed except in writing signed by each applicable party below, or their lawful designee.

Hershel Woodrow Williams

Signed: _____

Name: Hershel Woodrow Williams

Date: _____

Author Bryan Rigg

Signed: _____

Name: Bryan Rigg

Date: _____



Hershel Woodrow "Woody" Williams



UNEXPECTED HERO FROM THE FARM

THIS AUTHOR AND PUBLISHING AGREEMENT, ("Agreement") dated DATE, 2017, is between Hershel Woodrow "Woody" Williams, World War II United States Marine Corps Veteran and *Congressional Medal of Honor Recipient*, ("Mr. Williams"), Bryan Rigg ("Author"), and the Williams' family representative and veteran, Brent Casey.

WHEREAS, Mr. Hershel Williams has authorized Bryan Rigg to author a Book ("Book") about his life,

WHEREAS, Author Mr. Rigg has agreed to write a Book about Mr. Williams' life,

WHEREAS, Mr. Williams and Mr. Rigg have agreed to mutually collaborate to achieve the spirit and intent of the Book as outlined below,

NOW THEREFORE, in consideration of the promises herein, the parties agree:

1. Sources for The Story:

From Mr. Williams: Mr. Rigg will gather factual information for the Book from (i) personal interviews with Mr. Williams, (ii) information, articles, or artifacts provided by Mr. Williams, and (iii) other individuals who may have knowledge of Mr. Williams' life before, during, and after his return from World War II.

From The Williams Family: Mr. Williams' immediate and extended family members will provide information about his childhood, years growing up, his service to country, life following World War II, career history, community service, achievements, home life, and other appropriate personal information applicable to Mr. Williams' life story.

2. Preexisting Writings, Content, Ideas, or Interviews:

All prior or already-completed interviews, writings, ideas, discussions, or research regarding the Book that predate this Agreement shall be covered by this Agreement.

3. Mr. Williams' Intent for the Book:

Mr. Williams' principal goal for the Book is to amplify readers' loyalty to their country and their individual responsibility as a citizen by demonstrating the average citizen's ability to go above and beyond their own immediate interests to protect America's way of life and our liberty. Mr. Williams hopes the youth reading this Book will get a sense of their obligation to the freedom their country provides them.

4. Honorable and Truthful Content:

Due to the powerful nature of Mr. Williams' American Story, and the prominence of the *Congressional Medal of Honor*, it is imperative that the story, the Book, and all related marketing and representations are done professionally, respectfully, and in a consistent manner by all parties. Mr. Rigg will write the Book factually, both from written records and from input provided by others.

Although horrors are a reality of war, and a natural part of this story, Mr. Williams wants the Book to emphasize the achievements of those who sacrificed their lives and celebrate with the reader the success and sustained subsequent peace that came from victory and being on the winning side.

5. Title: The title of the Book will be mutually decided by Mr. Williams, Bryan Rigg, and the Williams family to most accurately represent (i) the story and the man, (ii) the spirit and intent of its message, and (iii) to best inspire commercial success of the Book with the public.



Hershel Woodrow "Woody" Williams

**6. Williams' Family Authorized Representative; Brent Casey or Other:**

If needed, Brent Casey and Mr. Williams shall mutually represent the extended Williams family's input regarding input to the Book. If applicable, this will assist Author Mr. Rigg by providing him a single and consistent information source, for any minor disputes.

If Mr. Williams predeceases before or after the Book is completed, Brent Casey shall be the Authorized Family Representative and will have sole authority to make final decisions on behalf of Mr. Williams, with reasonable input and consent from all applicable Williams' family members. Brent Casey shall also have authority to administer and obtain all continuing related paperwork, contracts, licensing, tax, and / royalty matters associated with the Book and any future parties. If Brent Casey passes or is otherwise permanently unable to fulfill his role as Authorized Family Representative regarding the duties listed, the applicable Williams' family members shall choose a new Authorized Family Representative by majority vote, and that person shall have the rights and duties of this role.

7. Final Approval – Book Content and Publication:

The Book will be a collaborative effort by all parties noted above. However, due to the personal nature of the authorized biography about his life, Mr. Williams shall have the sole, exclusive, and final decision on the Book content, title, and when the Book is complete and ready to be published. This final approval must be provided in writing by Mr. Williams to Author Mr. Rigg, or if Mr. Williams predeceases publication, by his designee, Brent Casey, before the Book can be publically announced or published, which shall not be unreasonably withheld.

The design, format, and style of the Book, including text, photos, graphic material, and dust jacket art will also be mutually developed, with final approval required from Mr. Williams, which will not be unreasonably withheld.

8. Promotion and Marketing:

Author Mr. Rigg, Mr. Williams, and Brent Casey will mutually determine the most effective method to promote Book sales, including signing tours or publicity materials. This may be coordinated in conjunction with a publishing company, consultant, or other entity. All media or public presentations about Mr. Williams or the Book will be mutually developed by the parties, but must be pre-approved by Mr. Williams, and may not be presented publicly if Mr. Williams does not approve.

9. Exclusivity and Limits:

Mr. Williams grants Author Mr. Rigg the sole and exclusive rights to write the book covered by this agreement which may be sold and licensed individually or via a publishing company or on-line publishing company outlet in the native English, or any translated, language in the United States or globally, in paper, audio, digital, or electronic format.

This Agreement does not cover, nor limit, Mr. Williams or any Williams' family member writing, publishing, or selling a different future book, movie, manuscript, or short stories about Mr. Williams, his life, or his legacy with a different perspective.

10. Copyright Ownership:

Because the Book and the story are inherently irremovable and inseparable from Mr. Williams himself and his family, copyright ownership of the Book shall remain with Mr. Williams and his estate, unless and until mutually modified by the parties in a subsequent publishing company agreement.



Hershel Woodrow "Woody" Williams

**11. No Derivative Works:**

This Agreement covers all rights and obligations related to the single Book. This Agreement does not provide the right for Author Mr. Rigg to independently develop, write, sell, or market derivative works of the Book or of Mr. Williams' life such as movies, sequels, short stories, television, merchandise, memorabilia, or manuscripts.

12. Publishing Company Agreement:

Author Mr. Rigg, Mr. Williams, and Brent Casey will mutually negotiate and establish any required contract or agreement with a mutually agreed publishing company with input from all parties. If any dispute exists in drafting the details of a publishing contract, Mr. Williams, or Brent Casey in his capacity as the Family Representative, will have the final determination regarding terms of the publishing contract.

13. Royalties:

Author Mr. Rigg and Mr. Williams shall each receive an equal 50%/50% share of the net Royalty proceeds from sales of the Book, calculated after marketing, promotional, shipping, printing, or any other related publishing company percentages or costs. For the absence of doubt, this means the Royalties available for the 50% split will be calculated after all other current and future production, marketing, publishing, or commission costs related to the Book are paid.

14. Successor Beneficiaries of Royalties:

Rights to receive Royalties from Book sales after the death of Author Mr. Rigg or Mr. Williams, shall be to their respective successor beneficiaries listed below:

For Author Bryan Rigg	For Mr. Hershel Woodrow Williams
<u>Beneficiary:</u> To be input by Bryan Rigg	<u>Beneficiary:</u> Hershel Woodrow Williams' Estate
<u>Trustee:</u> To be input by Bryan Rigg	<u>Trustee:</u> Name of Woody's Estate Trustee
BR Initials: _____ Trustee Initials: _____	HWW Initials: _____ Trustee Initials: _____

15. Disputes: Mr. Rigg and Mr. Williams agree if there is a disagreement under this Agreement, it will be resolved in good faith by Brent Casey, only after seeking and fairly considering all input from the Williams' family members.

16. Governing Law: This Agreement is subject to the laws of the State of West Virginia.

17. Entire Agreement: This Agreement reflects the entire understanding between the parties and it may not be changed except in writing signed by each applicable party below, or their lawful designee.

Hershel Woodrow Williams**Author Bryan Rigg****Family Rep. Brent Casey**

Signed: _____

Signed: _____

Signed: _____

Name: Hershel Woodrow Williams

Name: Bryan Rigg

Name: Brent Casey

Date: _____

Date: _____

Date: _____



Hershel Woodrow "Woody" Williams



BOOK AGREEMENT

THIS AUTHOR AND PUBLISHING AGREEMENT, ("Agreement") dated January 6, 2018, is between Hershel Woodrow "Woody" Williams, World War II United States Marine Corps Veteran and *Congressional Medal of Honor Recipient*, "Mr. Williams"), Bryan Rigg ("Author"), and the Williams' family representative and veteran, Brent Casey.

WHEREAS, Mr. Hershel Williams has authorized Bryan Rigg to author a biography ("Book") about his life,

WHEREAS, Author Mr. Rigg has agreed to write a biography about Mr. Williams' life,

WHEREAS, Mr. Williams and Mr. Rigg have agreed to mutually collaborate to achieve the spirit and intent of the Book as outlined below,

NOW THEREFORE, in consideration of the promises herein, the parties agree:

1. **Sources for The Story:**

From Mr. Williams: Mr. Rigg has and will gather factual information for the Book from (i) personal interviews with Mr. Williams, (ii) information, articles, or artifacts provided by Mr. Williams, and (iii) other individuals who may have knowledge of Mr. Williams' life before, during, and after his return from World War II.

2. **Preexisting Writings, Content, Ideas, or Interviews:**

All prior or already-completed interviews, writings, ideas, discussions, or research regarding the Book that predate this Agreement shall be covered by this Agreement.

3. **Mr. Williams' Intent for the Book:**

Mr. Williams has entrusted Author to write the book with a particular focus on the Mr. Williams' heroism on Iwo Jima for which he was awarded the Congressional Medal of Honor.

4. **Honorable and Truthful Content:**

Working Draft #19 of the Book is attached as Exhibit A and is approved as to form and substance by Mr. Williams.

5. **Title:** The working titles of the Book are "Honor Under Fire" and "Flamethrower." The final title of the Book will be mutually decided by Mr. Williams and Bryan Rigg to most accurately represent (i) the story and the man, (ii) the spirit and intent of its message, and (iii) to best inspire commercial success of the Book with the public.

6. **Final Approval – Book Content and Publication:**

The Book will be a collaborative effort by all parties noted above. Mr. Williams and Author Mr. Rigg shall mutually decide on the Book content, title, and when the Book is complete and ready to be published. The design, format, and style of the Book, including text, photos, graphic material, and dust jacket art will also be mutually developed.

7. **Promotion and Marketing:**

Author Mr. Rigg and Mr. Williams will mutually determine the most effective method to promote Book sales, including signing tours or publicity materials. This may be coordinated in conjunction with a publishing company, consultant, or other entity. All media or public presentations about Mr. Williams or the Book will be mutually developed by the parties.



Hershel Woodrow "Woody" Williams

**8. Exclusivity:**

Mr. Williams grants Author Mr. Rigg the sole and exclusive rights to write the book covered by this agreement which Author Mr. Rigg may sell and license individually or via a publishing company or on-line publishing company outlet in the native English, or any translated, language in the United States or globally, in paper, audio, digital, or electronic format.

9. Copyright Ownership:

Author Mr. Rigg shall have full and complete copyright ownership of the Book unless and until mutually modified by the parties in a subsequent publishing company agreement.

10. Publishing Company Agreement:

Author Mr. Rigg shall have the sole discretion over the final form of the published Book and selection of publishing company, following notice and consultation with Subject.

11. Royalties:

Author Mr. Rigg and Mr. Williams shall each receive an equal 50%/50% share of the net Royalty proceeds from sales of the Book, calculated after marketing, promotional, shipping, printing, or any other related publishing company percentages or costs. For the absence of doubt, this means the Royalties available for the 50% split will be calculated after all other current and future production, marketing, publishing, or commission costs related to the Book are paid.

12. Successor Beneficiaries of Royalties:

Rights to receive Royalties from Book sales after the death of Author Mr. Rigg or Mr. Williams, shall be to their respective successor beneficiaries listed below:

For Author Bryan Rigg	For Mr. Hershel Woodrow Williams
Beneficiary: Rigg FLP	Beneficiary: Hershel Woodrow Williams' Estate
BR Initials: <u>BMR</u>	HWW Initials: _____

13. Disputes: Mr. Rigg and Mr. Williams agree if there is a disagreement under this Agreement, it will be resolved in good faith by Brent Casey, only after seeking and fairly considering all input from the Williams' family members.**14. Governing Law:** This Agreement is subject to the laws of the State of West Virginia.**15. Entire Agreement:** This Agreement reflects the entire understanding between the parties and it may not be changed except in writing signed by each applicable party below, or their lawful designee.**Hershel Woodrow Williams**

Signed: _____

Name: Hershel Woodrow Williams

Date: _____

Author Bryan RiggSigned: Bryan Rigg

Name: Bryan Rigg

Date: 1-13-2018**Family Rep. Brent Casey**

Signed: _____

Name: Brent Casey

Date: _____



Hershel Woodrow "Woody" Williams





Hershel Woodrow "Woody" Williams



UNEXPECTED HERO FROM THE FARM

THIS AUTHOR AND PUBLISHING AGREEMENT, ("Agreement") dated DATE, 2017, is between Hershel Woodrow "Woody" Williams, World War II United States Marine Corps Veteran and *Congressional Medal of Honor Recipient*, ("Mr. Williams"), Bryan Rigg ("Author"), and the Williams' family representative and veteran, Brent Casey.

WHEREAS, Mr. Hershel Williams has authorized Bryan Rigg to author a Book ("Book") about his life,

WHEREAS, Author Mr. Rigg has agreed to write a Book about Mr. Williams' life,

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From The Williams Family: Mr. Williams' immediate and extended family members will provide information about his childhood, years growing up, his service to country, life following World War II, career history, community service, achievements, home life, and other appropriate personal information applicable to Mr. Williams' life story.

2. Preexisting Writings, Content, Ideas, or Interviews:

All prior or already-completed interviews, writings, ideas, discussions, or research regarding the Book that predate this Agreement shall be covered by this Agreement.

3. Mr. Williams' Intent for the Book:

Mr. Williams' principal goal for the Book is to amplify readers' loyalty to their country and their individual responsibility as a citizen by demonstrating the average citizen's ability to go above and beyond their own immediate interests to protect America's way of life and our liberty. Mr. Williams hopes the youth reading this Book will get a sense of their obligation to the freedom their country provides them.

4. Honorable and Truthful Content:

Due to the powerful nature of Mr. Williams' American Story, and the prominence of the *Congressional Medal of Honor*, it is imperative that the story, the Book, and all related marketing and representations are done professionally, respectfully, and in a consistent manner by all parties. Mr. Rigg will write the Book factually, both from written records and from input provided by others.

Although horrors are a reality of war, and a natural part of this story, Mr. Williams wants the Book to emphasize the achievements of those who sacrificed their lives and celebrate with the reader the success and sustained subsequent peace that came from victory and being on the winning side.

5. Title: The title of the Book will be mutually decided by Mr. Williams, Bryan Rigg, and the Williams family to most accurately represent (i) the story and the man, (ii) the spirit and intent of its message, and (iii) to best inspire commercial success of the Book with the public.



Hershel Woodrow "Woody" Williams

**6. Williams' Family Authorized Representative; Brent Casey or Other:**

If needed, Brent Casey and Mr. Williams shall mutually represent the extended Williams family's input regarding input to the Book. If applicable, this will assist Author Mr. Rigg by providing him a single and consistent information source, for any minor disputes.

If Mr. Williams predeceases before or after the Book is completed, Brent Casey shall be the Authorized Family Representative and will have sole authority to make final decisions on behalf of Mr. Williams, with reasonable input and consent from all applicable Williams' family members. Brent Casey shall also have authority to administer and obtain all continuing related paperwork, contracts, licensing, tax, and / royalty matters associated with the Book and any future parties. If Brent Casey passes or is otherwise permanently unable to fulfill his role as Authorized Family Representative regarding the duties listed, the applicable Williams' family members shall choose a new Authorized Family Representative by majority vote, and that person shall have the rights and duties of this role.

7. Final Approval – Book Content and Publication:

The Book will be a collaborative effort by all parties noted above. However, due to the personal nature of the authorized biography about his life, Mr. Williams shall have the sole, exclusive, and final decision on the Book content, title, and when the Book is complete and ready to be published. This final approval must be provided in writing by Mr. Williams to Author Mr. Rigg, or if Mr. Williams predeceases publication, by his designee, Brent Casey, before the Book can be publically announced or published, which shall not be unreasonably withheld.

The design, format, and style of the Book, including text, photos, graphic material, and dust jacket art will also be mutually developed, with final approval required from Mr. Williams, which will not be unreasonably withheld.

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Author Mr. Rigg, Mr. Williams, and Brent Casey will mutually determine the most effective method to promote Book sales, including signing tours or publicity materials. This may be coordinated in conjunction with a publishing company, consultant, or other entity. All media or public presentations about Mr. Williams or the Book will be mutually developed by the parties, but must be pre-approved by Mr. Williams, and may not be presented publicly if Mr. Williams does not approve.

9. Exclusivity and Limits:

Mr. Williams grants Author Mr. Rigg the sole and exclusive rights to write the book covered by this agreement which may be sold and licensed individually or via a publishing company or on-line publishing company outlet in the native English, or any translated, language in the United States or globally, in paper, audio, digital, or electronic format.

This Agreement does not cover, nor limit, Mr. Williams or any Williams' family member writing, publishing, or selling a different future book, movie, manuscript, or short stories about Mr. Williams, his life, or his legacy with a different perspective.

10. Copyright Ownership:

Because the Book and the story are inherently irremovable and inseparable from Mr. Williams himself and his family, copyright ownership of the Book shall remain with Mr. Williams and his estate, unless and until mutually modified by the parties in a subsequent publishing company agreement.



Hershel Woodrow "Woody" Williams

**11. No Derivative Works:**

This Agreement covers all rights and obligations related to the single Book. This Agreement does not provide the right for Author Mr. Rigg to independently develop, write, sell, or market derivative works of the Book or of Mr. Williams' life such as movies, sequels, short stories, television, merchandise, memorabilia, or manuscripts.

12. Publishing Company Agreement:

Author Mr. Rigg, Mr. Williams, and Brent Casey will mutually negotiate and establish any required contract or agreement with a mutually agreed publishing company with input from all parties. If any dispute exists in drafting the details of a publishing contract, Mr. Williams, or Brent Casey in his capacity as the Family Representative, will have the final determination regarding terms of the publishing contract.

13. Royalties:

Author Mr. Rigg and Mr. Williams shall each receive an equal 50%/50% share of the net Royalty proceeds from sales of the Book, calculated after marketing, promotional, shipping, printing, or any other related publishing company percentages or costs. For the absence of doubt, this means the Royalties available for the 50% split will be calculated after all other current and future production, marketing, publishing, or commission costs related to the Book are paid.

14. Successor Beneficiaries of Royalties:

Rights to receive Royalties from Book sales after the death of Author Mr. Rigg or Mr. Williams, shall be to their respective successor beneficiaries listed below:

For Author Bryan Rigg	For Mr. Hershel Woodrow Williams
<u>Beneficiary:</u> To be input by Bryan Rigg	<u>Beneficiary:</u> Hershel Woodrow Williams' Estate
<u>Trustee:</u> To be input by Bryan Rigg	<u>Trustee:</u> Name of Woody's Estate Trustee
BR Initials: _____ Trustee Initials: _____	HWW Initials: _____ Trustee Initials: _____

15. Disputes: Mr. Rigg and Mr. Williams agree if there is a disagreement under this Agreement, it will be resolved in good faith by Brent Casey, only after seeking and fairly considering all input from the Williams' family members.

16. Governing Law: This Agreement is subject to the laws of the State of West Virginia.

17. Entire Agreement: This Agreement reflects the entire understanding between the parties and it may not be changed except in writing signed by each applicable party below, or their lawful designee.

Hershel Woodrow Williams**Author Bryan Rigg****Family Rep. Brent Casey**

Signed: _____

Signed: _____

Signed: _____

Name: Hershel Woodrow Williams

Name: Bryan Rigg

Name: Brent Casey

Date: _____

Date: _____

Date: _____



Hershel Woodrow "Woody" Williams



BOOK AGREEMENT

THIS AUTHOR AND PUBLISHING AGREEMENT, ("Agreement") dated DATE, 2018, is between Hershel Woodrow "Woody" Williams, World War II United States Marine Corps Veteran and *Congressional Medal of Honor Recipient*, "Mr. Williams"), and Dr. Bryan Rigg ("Author").

WHEREAS, Mr. Williams has authorized Bryan Rigg to author a biography ("Book") about his life,

WHEREAS, Author has agreed to write a biography about Mr. Williams' life,

WHEREAS, Mr. Williams and Author may partner with a publishing company ("Publisher")

NOW THEREFORE, in consideration of the promises herein, the parties agree:

1. **Exclusivity:** Mr. Williams grants Author the sole and exclusive rights to write the book covered by this agreement which Author may sell and license individually or via a publishing company in English, or any translated, language in the United States or globally, in paper, audio, digital, or electronic format.
2. **Copyright Ownership:** Author shall have full and complete copyright ownership of the Book unless and until mutually modified in any related publishing company agreement.
3. **Derivative Works Ownership:** Author shall have full and complete copyright ownership of related derivative works unless and until modified in any subsequent production or other agreement. Such derivative works shall include all film, TV, memorabilia, and dramatic rights, with reasonable efforts to procure a tie-in edition of the Book.
4. **Sources for The Story:** Author has, and will, gather factual information for the Book from (i) personal interviews with Mr. Williams, (ii) information, articles, or artifacts provided by Mr. Williams, (iii) personal research, and (iii) others who may have knowledge of Mr. Williams' life before, during, and after his return from World War II.
5. **Preexisting Writings, Content, Ideas, or Interviews:** All prior or already-completed interviews, writings, ideas, discussions, or research regarding the Book that predate this Agreement shall be covered by this Agreement.
6. **Title and Intent for the Book:** Author's book is tentatively titled "Flamethrower" which is an account of the World War II activities of Woody Williams on Iwo Jima for which he was awarded the Congressional Medal of Honor. The final Book title will be mutually decided by the Publisher and Author, with input from Mr. Williams.
7. **Book Content and Publication:** Publisher and Author shall mutually decide on the final text content and photos of the Book, and when the Book is complete and ready to be published, with Mr. Williams' input.
8. **Promotion and Marketing:** Publisher and Author will determine the most effective method to promote Book sales, including signing tours or publicity materials, including input from Mr. Williams, as applicable. Promotion, marketing, and research expenses incurred by Mr. Williams and Author prior to April 1, 2018 shall be their own responsibility. After April 1, 2018, Publisher shall pay for promotion and marketing expenses.



Hershel Woodrow "Woody" Williams



9. **Publishing Company Agreement:** Author shall have the sole discretion to choose the publishing company, with input from Mr. Williams.
10. **Royalties:** Author Mr. Rigg and Mr. Williams shall each receive an equal 50% / 50% share of the net royalty proceeds from sales of the Book and Derivative Works, calculated after any applicable agent fees, marketing, promotional, shipping, printing, or any other related publishing or production percentages or costs. The parties anticipate in alignment with a related Publishing Agreement for the Book that the Publisher shall pay a related Agent, and that Agent shall pay Author and Mr. Williams, as generally anticipated in Exhibit A.
11. **Honorarium Fees:** Any honorariums or stipends received from either party after April 1, 2018 will also be split 50% / 50% between Author and Mr. Williams.
12. **Successor Beneficiaries of Royalties:** Rights to receive Royalties from Book sales after the death of Author or Mr. Williams, shall be to their respective successor beneficiaries listed below:

For Author Bryan Rigg	For Mr. Hershel Woodrow Williams
<u>Beneficiary:</u> Rigg FLP BR Initials: _____	<u>Beneficiary:</u> Hershel Woodrow Williams' Estate HWW Initials: _____

13. **Disputes:** Mr. Rigg and Mr. Williams agree if there is a disagreement under this Agreement, it will be resolved in good faith.
14. **Governing Law:** This Agreement is subject to the laws of the State of West Virginia.
15. **Entire Agreement:** This Agreement reflects the entire understanding between the parties and it may not be changed except in writing signed by each party below, or their lawful designee.

Hershel Woodrow Williams

Signed: _____

Name: Hershel Woodrow Williams

Date: _____

Author Bryan Rigg

Signed: _____

Name: Bryan Rigg

Date: _____



Hershel Woodrow "Woody" Williams



Exhibit A

